

**Invitation to Tender (ITT)**

**Welfare Buses – Coach Built x 3**

PAN2634

21 March 2022 to 20 March 2023

Tender Return Date:
**12 noon** on **Monday 31 January 2022**

|  |
| --- |
| 1. Introduction
2. Instructions
3. Terms and Conditions
4. Specification
5. Tender Response
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# **INTRODUCTION**

## Introduction

Leicester City Council invites Tenders for the Supply 3 x Coach built specification based on a 5T LWB chassis.

The proposed Contract will be for one year. We anticipate awarding to a single Supplier.

The Authority wishes to ensure that its procurement opportunities are open to small and micro local enterprises and voluntary and community sector organisations as it appreciates the very important role they play in the local economy. Tenders from these organisations are particularly welcomed.

This ITT (including appendices and other documentation) issued to Suppliers sets out details of the Authority’s requirements and how to submit your Tender. Please ensure you read it carefully; however, should you need any further information please see section below on how to raise questions during the Tender Period.

## Project Background

The vehicle is required to replace the old vehicles currently being used. They will be used in and around Leicester City Centre.

## Overview of Requirement

The Authority is inviting quotations for the purchase of three coach built welfare buses. The Authority will only accept new vehicles. For further information refer to Section 3.

## Key Contractual Considerations

The Supplier shall be paid in accordance with the stage payments shown in the table below:

|  |  |
| --- | --- |
| Project Milestones | Percentage of Payment |
| 30 days from receipt of an undisputed invoice by the Authority. | 100% |

The Authority intends to complete all works detailed within the specification however; it reserves the right to vary works completed at its full discretion.

The service is intended to commence from 21st March 2023 however, this date is subject to change.

The Contract will be subject to the Authority’s Terms and Conditions, labelled as PAN2634 – Deed of Agreement

## Living Wage

Leicester City Council is a Living Wage employer, accredited by the Living Wage Foundation (LWF) as set out on the Authority’s website.

This LWF Living Wage rate (currently £9.50) is calculated according to the cost of living in the UK and reviewed annually. As an accredited employer we pay all our direct employees the Living Wage. For further information and the current hourly rate, please see the [Living Wage Foundation](http://www.livingwage.org.uk/) website.

Please note: The LWF Living Wage is different to the National Living Wage (NLW) which is the compulsory government hourly rate (currently £8.91) for all staff aged 25 and over.

This Contract is not within the scope of the Authority’s Living Wage approach; however the LWF Living Wage is part of our core values and we encourage the Living Wage approach for qualifying staff working on our contracts.

## Social Value

Like other big cities, Leicester faces challenges to deliver economic growth and new jobs, improve its environment and support people in its communities to be better educated, healthier and happier. Leicester City Council cannot do it alone and we know we are by no means the only organisation that cares about the city. We know that caring about our city, our citizens and our communities is not just the preserve of the public sector but of every person who lives here and of every business which trades in the city.

We do business with and procure from a great many organisations; from large infrastructure works to care contracts, from multinationals to local charities. The range of the Authority’s responsibilities is vast and the range of what we buy and who we buy from reflects this. We spend more than £300 million annually on goods and services, using over 4,000 different suppliers.

Social Value within procurement is the additional benefit generated by a contract, beyond its primary purpose to address these challenges. We have adopted a [Social Value Charter](http://www.leicester.gov.uk/businesswithus) which sets out our strategy. We have also developed a guide for suppliers and contractors, “Delivering Social Value in Leicester”, included with these procurement documents. The guide set out how we want you to use your finances, skills, assets and time to help us in our seven key challenge areas:

* employment (working conditions);
* local economy;
* children and young people;
* adults;
* health;
* communities; and
* the city environment.

The guide provides practical advice on delivering social value and contains details of our nominated delivery partners who can match you to recipients for your social value offer and make the delivery of social value straightforward. The social benefits that are unlocked through these mechanisms will contribute towards making Leicester a better place to live, work and further develop community confidence and pride.

We have carefully considered what social value may be reasonable for us to require/expect of you as part of this contract and included these in the Specification and Quality Questions.

We ask you to be creative and innovative in your consideration of social value and to work with us to help the City over and above the core delivery of the contract requirements. Social Value is important to us and it could be a significant factor in this procurement process. We welcome your response.

## Procurement Timetable

The table below sets out the indicative timetable for this procurement process. It may be subject to change in which case the Authority will, if appropriate, endeavour to notify Suppliers.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Contract opportunity advertised and ITT published | 20 December 2021 |
| Deadline for clarification questions | 17 January 2022 |
| Deadline for LCC clarification responses | 20th January 2022 |
| **Tender Return Date (12 noon)** | **31 January 2022** |
| Tender evaluation complete | w/c 14 February 2022 |
| Award decision approved and communicated to Suppliers | 25 February 2022 |
| End of Standstill Period and award decision confirmed  | 8 March 2022 |
| Order Placed | By 21 March 2022 |
| Estimated Delivery | Est. March 2023 |

# **INSTRUCTIONS TO SUPPLIERS**

## Definitions

Throughout the ITT the following definitions will apply:

* “Authority”, “we”, “us”, and “our” mean Leicester City Council.
* “Contract” means the binding legal agreement(s) for the Goods created following the award process set out in section 2.11 on the basis of the ITT and the Supplier’s Tender.
* "Goods" means the good to be undertaken/provided/supplied as described in the Specification.
* “ITT” means this Invitation to Tender document and all associated Appendices and other documents issued to Suppliers, normally via upload to the EastMids Tenders portal, before the Tender Return Date.
* “Specification” means the detailed requirement for "Goods set out in section 3 of the ITT.
* “Supplier”, "you”, and “your” mean the body completing these questions and submitting a tender i.e. the legal entity responsible for the information provided and is intended to cover any economic operator as defined by the [Public Contracts Regulations 2015](http://www.legislation.gov.uk/uksi/2015/102/contents/made) and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
* “Tender” means the response to the ITT, including all associated documents uploaded to EastMids Tenders portal by the Supplier in advance of the Tender Return Date, as amended further to section 2.10.5.
* “Tender Period” means from the date of advertising or issue of the ITT (whichever is the earlier) to the Tender Return Date.
* "Tender Return Date" means the date/time indicated on the cover page (or as amended by the Authority and communicated to Suppliers via the EastMids Tenders portal) by which date Tenders must be uploaded.

In the ITT, unless explicitly stated otherwise:

* words in the singular include the plural and words in the plural include the singular;
* references to appendices refer to the appendices to the ITT;
* references to staff include all employees (including part-time staff, trainees, volunteers and apprentices) and those of sub-contractors;
* references to any law, statute or other similar instrument shall be construed as a reference to the law, statute or instrument as amended by any subsequent law, statute or instrument as subsequently amended or re-enacted.

## Process

The procurement process is being undertaken as a one-stage Open Tender process. This means any Supplier may submit a Tender as set out in the ITT.

The successful Supplier’s Tender will form part of the Contract.

This procurement process will be carried out in accordance with the Authority’s Contract Procedure Rules, part 4G of [the Authority’s Constitution](http://www.leicester.gov.uk/your-council/how-we-work/our-constitution). You must submit your Tender in accordance with and subject to the terms of these instructions and as set out elsewhere in the ITT. Tenders not complying with any mandatory requirement (where the word “shall” or “must” is used) may be rejected.

## Instructions

Please read all the sections of the ITT carefully to fully understand the requirements.

Please do not make any changes or deletions to the ITT. Only complete the boxes asking for your responses. Any changes or deletions made to the ITT will be disregarded and will not form part of the Contract.

Please complete section 5 accurately, concisely and in the format provided. Please supply all the required supplementary information, clearly labelled and cross-referenced to the relevant question. Please ensure that all questions are completed in full, and in the format requested. Failure to respond to any question will result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’ and explain why you consider it does not apply. Please upload all documents that comprise your Tender separately and do not embed documents in your Tender.

Should you need to provide additional appendices in response to the questions, these should be numbered and cross-referenced specifically and clearly. A template for providing additional information is provided at Appendix 1. Do not return generic documents without clearly cross-referencing to specific sections of them in response to the particular questions in the ITT. Any such documents will be disregarded.

Tenders (including supporting documents) must be completed in English.

## Bidding Model (Consortia and Sub-contracting)

The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.

For Part 1 and Part 2 every organisation that is being relied on to meet the selection criteria must complete and submit the self-declaration.

For answers to Part 3 - If you are tendering on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.

Where a Supplier relies on the capacities of other entities in establishing that it meets the Authority's minimum requirements of economic and financial standing, the Authority may require the Supplier and those other entities to be jointly liable for the execution of the Contract.

## Procurement eTendering Portal

The Authority is using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal to conduct this exercise. The use of this system allows a full audit trail of communication with Suppliers to ensure fair treatment. It also maintains full confidentiality of Tenders until the Tender Return Date.

If you require assistance in using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal please read the [reference guides](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) available on the portal. If after reading these [reference guides](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) you are still unable to resolve your issue and require support please contact EastMids Tenders Technical Support by email: procontractsuppliers@proactis.com; telephone: 0330 005 0352 (lines open from 8.30am - 5pm Monday to Friday, excluding English public holidays).

Please note the Technical Support Team will not be able to answer any contract opportunity specific enquiries.

If you experience any technical difficulties when uploading your Tender, please also notify the Procuring Officer in the following section. Please ensure this notification is made in good time (e.g. not the last few minutes) before the closing date/time.

## Questions during the Tender Period

A clarification question and answer process will operate during the Tender Period as explained below. The objective of the clarification process is to give Suppliers the opportunity to submit questions to the Authority where they require clarification on the information contained in the ITT, or where the Supplier believes the Specification and/or terms of the Contract render the Supplier’s intended Tender unworkable. You should submit any clarification questions via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal by the deadline indicated in the procurement timetable.

In order to treat Suppliers fairly, the Authority will provide an anonymised copy of any appropriate/relevant clarification questions received and the answers to those questions, to all Suppliers via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal. Where a question is raised which is specific to one Supplier or may reveal commercially sensitive information to other Suppliers if published to all Suppliers, the Authority may, at its discretion, respond directly to the Supplier raising the question only.

If for any reason, it is not possible to raise a question or view previous answers via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal, Suppliers should contact the Procuring Officer for support.

|  |  |
| --- | --- |
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| **Tel:** | 0116 454 4037 |
| **Email:** | Emily.vinter@leicester.gov.uk |

Any responses to questions not raised via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal will be formally answered via the portal and Suppliers must not rely on any other communication from the Authority. The Authority will not respond to any clarification questions received by any other method, to any other e-mail address or in any other format.

Should Suppliers wish to provide any innovative solutions which are beneficial but beyond what has been specified they should raise this during the clarification period using the clarification question and answer process described above. Should Suppliers have any concerns about the Conditions of Contract proposed they should raise this during the clarification period using the clarification question and answer process described above.

## Tender Return

Your Tender must be returned via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal only. Please do not submit hard copies of your Tender. You must have fully uploaded and submitted your Tender by 12 noon on the Tender Return Date as stated on the cover page.

Please ensure that you allow yourself plenty of time when uploading your Tender as this may take some time. You are advised not to leave uploading your Tender to the last few minutes.

## Tender Evaluation

Any Tender that is accepted will be awarded on the basis of the Most Economically Advantageous Tender. Evaluation will use a 30 % quality: 70% price weighting.

The evaluation will comprise three stages:

* Stage 1: Evaluation of the Selection Questionnaire;
* Stage 2: Evaluation of the Quality Section;
* Stage 3: Evaluation of Price.

As described below, it is anticipated that these stages will be considered sequentially (though they may in practice be, at least in part, conducted at the same time). However when there is a clear fail evident in a later stage from the outset, the Authority reserves the right not to complete the evaluation of earlier stages for that Tender where it is clear the outcome of the process will not be affected.

### Evaluation of Selection Questionnaire

### Confirmation/Re-evaluation of Selection Questionnaire

In section 5.1, you are asked to confirm that the information submitted at PQQ stage has not changed, or provide details of any relevant changes

You must also complete section 5.1 and submit via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal information if any significant change (e.g. corporate restructure, prosecution) takes place following the submission of your Tender but before the Contract is awarded.

If there have been any changes, including any that may affect the Financial Assessment, the Authority will consider the new information and re-evaluate using the same methodology and criteria as set out in the PQQ. If you fail to meet any of the criteria, your Tender may be rejected. This may take place at any time before the Award of Contract.

## Potential Supplier Information and Exclusion Grounds: Parts 1 and 2.

The standard Selection Questionnaire (SQ) is a self-declaration, made by you, that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration). A fail from any organisation required to submit Part 1 and Part 2 will lead to a fail for the whole group submission.

## Selection Questions: Part 3

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the Contract award decision and award to the next compliant Supplier.

## Evaluation

The table below sets out how each question will be evaluated.

| **Question Number** | **Scoring Criteria** | **How scored** |
| --- | --- | --- |
|  | **ORGANISATION DETAILS** |
| 1.1 | Potential Supplier Information provided | Not scored |
| 1.2 | Bidding Model provided | Not scored |
| 1.3 | Contact Details provided | Not scored |
|  | **GROUNDS FOR MANDATORY EXCLUSION** |
| 2.1 | All ‘No’ = Pass, Any ‘Yes’ = Potential Fail\* | Pass/Fail |
| 2.2 | Please see below | Not scored |
| 2.3 | ‘No’ = Pass, ‘Yes’ = Potential Fail\* | Pass/Fail |
|  | **GROUNDS FOR DISCRETIONARY EXCLUSION**  |
| 3.1 | All ‘No’ = Pass, Any ‘Yes’ = Potential Fail\* | Pass/Fail |
| 3.2 | Please see below | Not scored |
|  | **ECONOMIC AND FINANCIAL STANDING** |
| 4.1 | AnsweredPlease see section 2.10.2 below | Pass/Fail |
| 4.2 | ‘Yes’ = Pass, ‘No’ = Potential Fail\*Please see section 2.10.2 below | Pass/Fail |
|  | **PARENT COMPANY** |
| 5.1-5.3 | The Authority may use the responses to these questions and information referred to in consideration of the Supplier’s economic and financial standing as per section 2.10.2 below. | Not scored |
|  | **RELEVANT EXPERIENCE AND CONTRACT EXAMPLES** |
| 6.1 & 6.3 | The Authority will use the information from these questions including any references received to verify that the Supplier has a proven track record of successfully delivering services similar to those in this Contract. | Pass/Fail |
| 6.2 | Where sub-contracting is proposed, compliance with Prompt Payment Code and monitoring/passing down of requirements included elsewhere in the Selection Questionnaire demonstrated = Pass. Otherwise = Potential FailWhere sub-contracting is not proposed = Pass | Pass/Fail |
|  | **MODERN SLAVERY ACT 2015** |
| 7.1 | Answered | Not Scored |
| 7.2 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |
|  | **INSURANCE** |
| 8.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |
|  | **HEALTH & SAFETY** |
| 9.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |
| 9.2 | ‘No’ = Pass, ‘Yes’ = Potential Fail\* | Pass/Fail |
| 9.3 | ‘Yes’ = Pass, ‘No’ = Potential Fail\*If not proposing to sub-contract = Pass | Pass/Fail |
|  | **BUSINESS CONTINUITY** |
| 10.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |
|  | **DATA PROTECTION & INFORMATION GOVERNANCE** |
| 11.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |
| 11.2 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |
|  | **QUALITY ASSURANCE**  |
| 12.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |
|  | **SAFEGUARDING** |
| 13.2 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail |

The answers which lead to a ‘Potential Fail’ have been coloured in red in the Selection Questionnaire. If you select a red answer you must provide additional information. The additional information should include a summary of the circumstances and any remedial action that has been taken. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has (as appropriate):

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and/or
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The Authority will consider this, including where necessary seeking further clarification from the Supplier, and may pass any Supplier where it feels the response satisfies any concerns raised by the “Potential Fail” response as to the Supplier’s suitability and ability to deliver the Services as required by the Contract taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the Authority does not consider the response to satisfy the concerns raised by the “Potential Fail”, the Tender will fail against the criterion in question, be rejected and the Supplier shall be given a statement of the reasons for that decision. Where the Supplier will not be successful due to other criteria/scores, the Authority reserves the right not to consider/reach a decision on a Potential Fail as it will not impact the outcome of the procurement process.

The Authority will normally request reasonable written evidence from the highest scoring Supplier(s) to verify some or all of the responses to the Selection Questionnaire prior to Contract award but reserves the right not to do so. Please only provide the information upon request. Failure to provide satisfactory information when requested may lead to the Tender being rejected.

## Changes to SQ Response after the Tender Return Date

If changes subsequently occur in relation to the statements set out in the response to the Selection Questionnaire, the Supplier must promptly notify the Authority of them using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the exclusion grounds that apply to the procurement process at all times. Any change in the eligibility of a Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

### Financial Assessment

In response to question 4.1, if there is no requirement for your organisation to have your accounts audited, you may supply unaudited accounts if audited accounts are not available along with the explanation as to why your accounts are not required to be audited.

The Authority sets out below its requirements for Suppliers in terms of financial and economic standing:

The table at the end of this section sets out the minimum turnover requirement that should be met and confirmed in response to question 4.2 of the SQ.

The Authority intends to run (where available) a Limited Company Creditsafe report and consider the score and risk level to assess the Supplier’s economic and financial standing. Where the Limited Company Creditsafe report gives the Supplier a score of 50 or less (moderate, high or very high risk of failing in the next 12 months) or the minimum turnover requirement is not met, the Authority reserves the right to seek further information, such as that in question 4.1, to assure itself of the Supplier’s economic and financial standing. A Supplier will not be failed or rejected without first being given the opportunity to do this and explain any concerns. Where a Limited Company Creditsafe report is not available, the Authority will assess the economic and financial standing of the Supplier based on the information in question 4.1 and any further information the Supplier is able to provide (if necessary) or that is publicly available (e.g. other forms of Creditsafe report).

The main areas which Creditsafe assess in determining the risk score are outlined below:

* Financial data: liquidity and leverage ratios, trends in other key financial figures including levels of cash held compared to short term bank borrowings, adequacy of a company’s net worth to all its liabilities;
* Payment performance: describing the late (or not) payment behaviour of a company;
* Industry analysis: looking at the industry the business trades in as certain industries have a greater risk of insolvencies than others;
* Directors: e.g. the difference in the number of directors today and in the past as well as any previous associated failures of a company’s directors;
* County Court Judgments: CCJ’s are a sign of bad debt and can be an indicator of companies struggling financially;
* Ultimate holding company (UHC) performance: for example, if the UHC is creditworthy or is insolvent.

When Creditsafe applies a risk score to a company it first identifies the size of the business based on the criteria set by Companies House. This is so that all companies will be rated on a module which is used for other companies of a similar size.

The Creditsafe risk scores are banded to allow risks to be described in an easily understandable way.

| **Creditsafe Score** | **Risk Band** |
| --- | --- |
| 71-100 | Very Low Risk |
| 51-70 | Low Risk |
| 30-50 | Moderate Risk |
| 1-29 | High Risk |

For more information, please follow this link: <https://www.creditsafe.com/gb/en/scorecard.html>

|  | **Requirements for Question 4.2** |
| --- | --- |
|  | Your turnover for the latest accounts is more than £462,000.00 |
|  | Your latest accounts have not been qualified by the auditor or contain an “emphasis of matter” (if they are subject to audit). |
|  | The year-end date of your latest accounts is less than 20 months before the date of completion of this Questionnaire and your company accounts (if required to be submitted to Companies House) are not overdue. |
|  | If you are part of a group of companies, none of the group companies is in, or has a realistic possibility of going into, a Voluntary Creditors’ Arrangement, Administration, a Creditors’ Voluntary Liquidation or Compulsory Liquidation in the next 12 months. |
|  | You have not been refused credit by a supplier or a loan/overdraft facility by a bank or finance company in the last six months. |
|  | You have not been involved in, party to, or the beneficiary of, any major restructuring in the last 12 months. |
|  | Your net worth for the latest accounts (i.e. total assets – excluding any intangible elements, less total liabilities) is positive. |
|  | **Liquidity**At least two of the following three statements are true:1. Your quick ratio (i.e. current assets less stock/current liabilities) is 0.70 or more;
2. Your cash balances equate to more than 30% of the value of your short-term creditors (i.e. current liabilities);
3. Your creditor days calculation (i.e. trade creditors/cost of sales \* 365 days) is less than 60.
 |
|  | **Gearing**Your debt to equity ratio (i.e. total liabilities/shareholder funds) is equal to or less than 2.00. |
|  | **Profitability (i.e. pre-tax profit)**You have not incurred losses/deficits:1. in the most recent year; or
2. for two or more of the last three years.
 |

### Stage 2: Evaluation of Quality Section

Any Tender that has been rejected in Stage 1 might not be subject to this Stage 2 evaluation process.

The method statements will be scored using the scoring scheme set out in the table below.

| **UNWEIGHTED SCORE** | **DESCRIPTION** |
| --- | --- |
| 0 | **poor or unsatisfactory** response giving rise to serious concerns about meeting the specification |
| 1 | **weak** response suggesting there are shortcomings of a less serious nature in meeting the specification |
| 2 | **adequate** response suggesting that the specification is likely to be met, albeit only just, or with minor shortcomings that will not be critical to delivery of the service |
| 3 | **good** response giving confidence that the specification will be satisfactorily met in all relevant respects |
| 4 | **very good** response giving a high level of confidence that the specification will be fully met and exceeded, offering added value and further improved outcomes |

Supplier’s responses to questions will be evaluated by the Authority’s evaluation panel and a score given for each, by the panel members agreeing a consensus score reflecting their reasoned professional judgement as to the merits of each response.

Any Tender scoring 0 for any method statement will be considered to not meet the Authority’s requirements and will be rejected regardless of how well they score against the other method statements.

| **Question** | **Method Statement** | **Weighting** |
| --- | --- | --- |
| 1 | Technical Specification | 10% |
| 2 | Aftersales  | 2% |
| 3 | Warranty | 2% |
| 4 | Training | 2% |
| 5 | Delivery | 6% |
| 6 | Environmental Impact – Social Value  | 8% |

A weighted score for each method statement will be calculated by applying the formula below:

|  |  |  |
| --- | --- | --- |
| Unweighted Score | X | Weighting (as per table above) |
| Maximum Unweighted Score (4) |

A total weighted quality score is then calculated by adding together the weighted scores of each question.

Any Tender that has been rejected in Stage 1 or Stage 2 will not form part of Stage 3 below.

### Stage 3: Evaluation of Pricing Schedule

The method for ascertaining the lowest contract price is defined as follows:

 the lowest genuine total contract price will receive the maximum price score 70%. Prices of the other Tenders will be scored based on the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest total contract price | x | Maximum Price Score% |
| Tender’s total contract price |

This will be done for each separately weighted element of the price evaluation.

The Authority reserves the right to reject any Tenders that are abnormally low following due consideration including seeking an explanation from the Supplier.

### Completeness of Tender and Clarification

It is the Supplier’s responsibility to ensure that all information is included within their Tender. Evaluation will be based upon the Tender submitted in accordance with the instructions set out above.

The Authority may at its discretion request a Supplier to clarify any of the information within its Tender or provide information to remedy minor omissions (e.g. the odd missing attachment/cross-reference or small part of a question unanswered. The information provided by Suppliers at this stage will be considered by the evaluation panel when scoring/evaluating the Tender. Failure to respond to requests for clarification within the stated deadline may lead to the Tender being rejected or scored unfavourably.

Clarification is not an opportunity to embellish Tenders. In practice, if there are significant omissions (e.g. one or more questions completely unanswered or several missing attachments) the Authority will disqualify and reject the entire Tender. The evaluation panel may choose to not seek clarification if it is clear the response will not impact on the outcome of the evaluation process.

### Total Scores

The total scores obtained by each Supplier for Stage 2 (quality) & Stage 3 (price) will be added together to achieve the Supplier’s overall final evaluation score.

After this process has been complete, the Tender with the highest total score will be deemed to represent the Most Economically Advantageous Tender and be recommended for Contract award.

If two or more Tenders achieve exactly the same total score, the Tender with the highest price score will be deemed to represent the Most Economically Advantageous Tender and be recommended for Contract award.

## Intention to Award

The Authority intends to observe a 10 calendar-day Standstill Period as set out in the Public Contracts Regulations 2015 and its Contract Procedure Rules, although the Authority reserves the right not to apply a Standstill Period where it is not obliged to do so.

If the Authority does apply a Standstill Period, it will notify in writing successful and unsuccessful Suppliers of the Authority’s intention to award the Contract. This notification will trigger the start of the Standstill Period. Notification to unsuccessful Suppliers will include information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback you are welcome to contact the Procuring Officer.

After the Standstill Period, the Authority will again notify all unsuccessful Suppliers of the decision to confirm its intention to award the contract or, in the case of challenge or other reason the Authority sees fit, to take alternative action.

## Award Process

When the Authority has made a final decision to award the Contract (and after the expiry of any Standstill Period), the Authority will notify the successful Supplier(s) of the Authority’s decision to award the Contract.

The Authority will notify unsuccessful Suppliers including information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback you are welcome to contact the Procuring Officer.

The notification to the successful Supplier will include two copies of the formal contract documents, and request that the Supplier signs and returns these to the Authority. The Authority will then sign/seal the Contract Documents and send one copy back to the Supplier for their records. Where, for example, there is a delay in compiling the Contract Documents, the Authority may nevertheless write to the successful Supplier(s) to notify them of/confirm the award decision, and send the Contract Documents for signature at a later date. Failure by the Supplier to execute a formal Contract within a reasonable time limit (normally 14 days) specified by the Authority shall render the Contract voidable at the option of the Authority. The contract will only take effect when the Contract Documents have been signed by both parties (not on the issue of the letter to the Supplier). Until this point the Authority will not be liable for any cost incurred by the Supplier.

## Conditions of Participation

All information supplied is intended to help you prepare your Tender and you must satisfy yourself of the accuracy of information and requirements. It is your responsibility to ensure that all information is included within your Tender. If a Supplier proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority. Any liability is hereby expressly excluded and no costs or expenses incurred for preparing or producing of the Tender will be accepted by the Authority.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement. The Authority reserves the right to amend or adjust the procurement process or to terminate this procurement process at any stage, in which case it will notify all interested parties as soon as it is reasonably able to. The Authority reserves the right to subsequently re-invite tenders on the same or any alternative basis.

All Suppliers undertake to protect and keep confidential all data and information provided and undertake to protect the data and information from unauthorised access and unauthorised use.

Suppliers shall not discuss their Tender (whether made or intended to be made) other than with professional advisers or joint Suppliers/consortium members/sub-contractors who need to be consulted. Under no circumstances are competing Suppliers permitted to communicate or collaborate concerning their Tender. If the Authority discovers evidence of possible collusion or fraud in relation to any one or more separate Tenders/Suppliers, the Authority reserves the right to investigate the issues and take any action the Authority considers appropriate in relation to any suspected collusion/fraud by Suppliers. Such action may include the automatic exclusion of the Supplier(s) from the procurement process and/or reporting the matter to the Competition and Markets Authority.

Suppliers are responsible for ensuring no conflicts of interest exist between themselves, other suppliers and their advisers. Any Supplier who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Authority. This responsibility includes ensuring that, if you use a professional bid writer to assist with your Tender, you must seek positive and clear confirmation from them that will not duplicate answers or responses from your Tender or from other Suppliers’ responses in this procurement. If the Authority discovers identical/very similar information within two or more separate Tenders, then the Authority reserves the right to investigate the issues and take any action the Authority considers appropriate in relation to any suspected collusion by Suppliers as stated above.

In submitting your Tender, you undertake that the conditions described in this section have been, or will be, brought to the attention of all consortium members, sub-contractors, and associated companies which are or will be providing services or materials connected with your Tender.

Suppliers are not permitted to make any public announcement about this procurement without prior written approval of the Authority during the procurement process.

Tenders shall not be qualified or accompanied by statements that might be construed as rendering the Tender equivocal.

 Any personal data you provide to the Authority will be processed under current data protection legislation as per the Authority’s current Privacy Notice.

When providing details of contracts in answering question 6.1 of the Selection Questionnaire (Relevant Experience and Contract Examples), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Authority reserves the right to contact the named customer contacts in question 6.1 regarding the contracts included in question 6.1. The Authority confirms that it will keep confidential and will not disclose to any third parties (except those contracted to the Authority to support this procurement process) any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Authority is under a legal or regulatory obligation to make such a disclosure.

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You will be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## Freedom of Information

The Authority is committed to being open and transparent and meeting its legal responsibilities under the Freedom of Information Act 2000 and Environmental Information Regulations. All information submitted to the Authority may need to be disclosed in response to a request under this legislation. The Authority may also decide to include certain information in the publication scheme which the Authority maintains.

If you consider that any of the information included in your Tender is commercially sensitive, you should identify this, explain any harm that may result from disclosure, and the time period applicable to that sensitivity. Suppliers should be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it if a request is received. Any such disclosure would be in line with the legislation and applicable exemptions.

# **SPECIFICATION**

## General Specification

For the Supply 3 x Coach built specification based on a 5T LWB chassis.

### Base Vehicle

* Cdi chassis cab
* GVM: 5000Kg
* Wheelbase: LWB 4300mm to 4400mm
* Transmission: 7 speed fully automatic
* Colour: White
* Electric van wing mirrors, fully adjustable driver’s seat, height adjustable seat belt, drivers air bag, radio/USB/Aux/SD audio system with Bluetooth connectivity, multi-function steering wheel, PSM electrical interface, Tachograph (including calibration), speed limit set to 62MPH/100KPH, dealer PDI.

### Exhaust System

* The exhaust tailpipe shall terminate at the offside of the vehicle, just in front of the rear axle. The tailpipe is directed downwards to prevent soot from staining the bodywork. Lightweight exhaust extension shall be fitted.

### Max Carrying capacity

* 16 seated or 6 wheelchairs plus driver. The vehicle will be registered to these capacities.

### Body

* The exterior panels manufactured from moulded composite (GRP) panels bonded to an aluminium welded box section frame. There are no visible signs of any rivets or fixings used to attach the panels to the frame. Easily replaceable panels for low maintenance cost.
* The exterior of the vehicle is finished in colour impregnated panels to match**.**

### Keys & Locking

The vehicle shall be supplied with four sets of body keys.

### Windows

* All the eight saloon windows are bonded and bronze tinted.
* The saloon windows shall have slider units fitted to two window positions.
* A large coach lift up 5 way hatch fitted to the saloon roof fitted in a side to side position.
* Drivers signal window with slider unit, negative dot matrix fitted to upper part to protect driver from any glare from the sunlight.
* Saloon blinds shall be fitted to all saloon windows with two catches fitted to centre and bottom.

### Floor & Tracking

* The floor is configured to provide a full-lengthtrack layout for the carriage of a maximum of six wheelchair passengers or sixteen seated in single seats in legal combinations permitted under NSSTA.
* The wheelchair tracking is installed at a parallel distance, between centres, of 330mm, to both sides of the floor.
* The M2 tested floor constructed using heavy duty rail construction will be National Small Series Type Approved.
* The saloon floor is completely flat throughout the saloon with no wheel arch intrusion.
* Saloon & step non-slip vinyl in light grey.
* 2 X 1.2 metre long lengths of waist level tracking for storage of folded wheelchairs is provided. These will be in a position just under the saloon side windows at rear, complete with grey vinyl covers.
* Upper torso can’t rail track with rubber infill.

### Seating

* Driver’s seat will be remain in standard trim.
* The saloon seating is to comprise of 12 X 425mm wide single Phoenix Blenheim (or equivalent) M2 seats and 2 x shuffles to the rearmost offside row.
* Configured as 10 and 4 singles with wider gangway width.
* ISOFIX fitted to front row of seats on offside (2).
* All seats to have numbers and seat belt pictograms fitted to the back of the seat.
* The back row of shuffles (2) shall have wheelie wheels fitted.
* The seats will be attached to a floor system by NSSTA tested NMI quick release removable seat fixtures.
* The saloon seat Trim:
* Cushion & incontinence panel – mid blue vinyl
* Squab – moquette – blue with pattern
* Sides of Squab – ITA21 mid blue vinyl
* Seat Belts –All age, mid blue
* Type of Seat Belt Stalk – Fixed rigid stalks, all to aisle side
* Seat Piping – yellow to entire seat
* Headrest – Metro combined, yellow head, blue grabs

### Interior Trim

* All the saloon panels shall be finished in a wipe clean, fire resistant textured GRP with no sharp edges or gaps. This includes any fittings.
* Sides below window –Mid Grey
* Side window area –Light Grey
* Roof main area –Light Grey
* Roof centre strip –Moquette to match saloon seating.

### Front & Rear Entrances

* The vehicle supplied with a TDS lockable single leaf forward opening glider door fully glazed electrically operated entrance door, the door shall have both a warning light on the main driver control panel and audible verbal warning to indicate the door/s are not closed or side step deployed etc.
* The door operating system will include two sets of open and close switches. One set mounted on the driver’s switch panel, open on the interior trim above the front entrance and close in step well.
* An external emergency door open button will be fitted.
* The front entrance will be fitted with two ascending handrails mounted on either side of the door aperture, when the door is open
* Both the ascending rails shall have sacrificial tactile plates fitted to indicate the number of steps up and down to the floor level.
* The front steps shall be shallow and as wide as possible with high visibility edging to comply with NSSTA.
* The handrails are to be a high visibility yellow textured finish and the right handrail immediately in front of the 1st nearside seat will incorporate a lower courtesy panel, finished in grey ABS.
* Manual fold outside step, housed within the first step, to split the distance between first step and ground. The step shall have a verbal warning to indicate when folded out.
* Full height lockable double rear doors with full depth glazed panels, both doors to be locked by anti-burst locks top and bottom.
* These doors will have magnetic securing devices that retain them in the open position when required.
* The rear doors shall be fitted with a micro switch and audible warning, which shall indicate that the doors are not secure.
* Emergency exit step to be built into the rear floor to comply with NSSTA requirements and covered in a yellow protective plate with the wording ‘no standing’.
* All steps shall be fitted with high visibility yellow and black aluminium/rubber edgings to indicate a potential trip hazard.

### Interior Lighting

* 10 X flush mounted, White LED / Blue LED night lights, shall be installed in the roof of the saloon area.
* Each of these lights must provide two levels of lighting and are to be controlled from the driver’s position.
* Step well LED lighting shall be installed to provide entrance way illumination.
* Both the entrance and step lights shall be automatically illuminated when the entrance door is opened.
* A single independently switched lamp shall be installed over the driver’s seat, controlled by switch located on the main panel.
* 2 X Tail lift LED work lamps shall be installed adjacent to the rear door aperture.
* Emergency lighting to be provided in order to comply with NSSTA requirements.

### Exterior Lighting

* The vehicle shall be fitted with low level rear lamps and additional high-level stop/tail and indicator lamps at the rear.
* LED High-level front marker lamps and LED side marker lights at skirt level are also fitted.

### Cab Area

* Driver’s seat belt to have sliding shoulder height adjuster fitted and is height adjustable.
* All labelled auxiliary equipment switches shall be mounted on a master switch panel that is located within easy reach of the driver.
* Full width sun visor.
* One large rear view kite marked mirror.
* An LED “Fasten Seatbelt” sign shall be fitted, linked to door closure with driver override switch.
* One grey carpeted open top storage box or lockable box fitted forward of the entrance door.
* Fixed to the front storage box shall be a pouch capable of holding A4 documents.
* Behind the driver shall be a full height partition combining high visibility handrails with a lower privacy panel finished in grey ABS and a polycarbonate upper screen, complete with a cassette night blind. The privacy panel and upper polycarbonate top screen both have cut out panels for any passengers sat behind to hold when sitting or to aid when standing up.
* To the right hand side of the driver’s seat is a grey carpeted lockable storage locker without restricting drivers view.
* Storage box for hygiene and cleansing materials. Size and location to be confirmed at the post award by expected to be circa 550mm x 400mm x 400mm.

### Ventilation & Heating

* Standard cab heating system shall be retained.
* Water Climate System, delivering both heat and cooling, covering driver and saloon ducted down both sides within the cant rail with outlets at each seat place.
* Complete with digital control unit.
* An external emergency fuel shut-off button shall be fitted on the nearside, adjacent to the fuel filler cap. There shall be a warning light on the main control panel to indicate if the shut off button activated.
* The heater exhaust must terminate on the offside of the vehicle and be sufficiently clear of the body to prevent staining.
* The heater unit shall be mounted in an easily accessible external locker.

### Audio Equipment

* Four speakers will be mounted in the saloon roof and wired to the OEM audio system.

### Passenger lift & Controls

* The vehicle shall be fitted with the underfloor passenger lift
* The lift shall have a platform length of 1510mm and a width of 925mm and 400kg SWL.
* The lift power pack & emergency manual tail lift controls are to be mounted in a position, which is easily accessible for use and maintenance. The lift shall be fitted with standard manual fold up red handrails in high visibility red.
* In addition, there shall be forward and rearward throw over handrails fitted to the above standard.
* The plug-in type lift operating wander lead shall be mounted on a bracket inside the rear frame and one additional to the nearside rear door. An additional replacement lift wander lead shall be provided in the open top storage box which will be at the offside rear to accommodate wheelchair clamps.
* A doorsafe shall be mounted to the rear of the saloon and act as a safety barrier/arm that drops when lift reaches saloon floor level.

## Additional Equipment

* **V**oiceover **I**nformation **S**ystem that gives essential safety and operational information and warning messages in English plus any other language if required (English followed by any other language).
* Backchat reversing spoken warning with separately switched night silent facility (switch to be located on the driver’s switch panel).
* An auxiliary second battery to power the body equipment and charged by a split charge system, mounted in an easily accessible external locker which maximises internal space.
* Camera system showing the rear passengers, the entrance door and immediately behind the vehicle with screen in the cab by the driver.
* 2 X fire extinguishers, one in the front and the other in the rear of the saloon.
* A PSV standard first aid kit shall be installed in a clearly marked easily accessible location.
* Three break glass hammers to be mounted, two in the saloon; these are to be mounted on the walls above the windows and one in the coach lift-up roof vent as required by NSSTA.
* A double tax disc holder located on the nearside lower corner of the windscreen.
* Mud flaps fitted to all the wheel arches.
* Locking tethered fuel cap.
* One rear window reversing visibility scope [fitted to offside door]
* Amber LED flashing lights fitted to top interior of rear doors, to flash when the hazard lights on and doors are open
* Vehicle will be fitted with Catalytic Converter anti-theft device as standard.
* Rear reversing camera and sensors
* Removable cleaning material storage box with locking lid. Nominal dimensions L700mm x W350mm x H500mm (size, fixing arrangements and position to be confirmed at pre-build supplier meeting)

### Interior Decals

* 7 x No Smoking/seatbelt pictograms.
* 1 x Maximum seating / wheelchairs capacity.
* 1 x Emergency Exit - located above the rear door aperture.
* 2 x Front and rear door emergency opening instructions, located on the doors.
* 1 x First Aid Kit (indicating the position of the kit).
* 1 x Vehicle dimensions.
* 1 x Tail lift operating instructions (located adjacent to the rear doors).

# 2 x Fire extinguisher location & operating instructions.

### Exterior Decals

* 1 x Unladen Vehicle Weight. Located on the nearside bodywork rear of the front entrance.

# 4 x Tyre Pressures – fitted to each wheel arches (in PSI).

* 1 x DERV only (Mounted externally by fuel filler).
* 1x Front and rear emergency door opening instructions.
* 1 x Emergency heater fuel shut off instructions, located above the shut off button.
* 1 x Do not park within 3 metres of rear of the vehicle’ – passenger lift operation warning sign, displayed on the rear doors

### Documentation Supplied

The vehicle shall be delivered with the following documents:

* A tail lift installation and weight check certificates.
* Heating/Cooling commissioning certificate
* Tachograph calibration certificate if applicable
* User guide
* Routine maintenance instructions
* 1 x warranty pack with contract

### Warranty

The vehicle will have the following warranties as a minimum:

* Body conversion **2 year warranty**
* Tail lift **2 year warranty**
* Climate **2 year warranty**
* Entrance door **2 year warranty**
* Seats **2 year warranty**

All warranty subject to applicable Terms and Conditions.

### Training

Familiarisation training on the correct and safe use of the vehicle and its equipment will be given at your depot on delivery of the first vehicle FOC.

### Certification

The vehicle will be certified to National Small Series Type Approval.

# **CONDITIONS OF CONTRACT**

Conditions of this contract will be as per the document embedded below:

You are strongly advised to familiarise yourself with these terms and conditions. Any queries should be raised during the clarification period. These conditions are not negotiable post award.



# **TENDER RESPONSE**

## Selection Questionnaire

### Notes for completion

The “Authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

“You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.

For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

|  |
| --- |
| **PART 1: POTENTIAL SUPPLIER INFORMATION** |
|  | **POTENTIAL SUPPLIER INFORMATION** |
|  | Potential Supplier Information |
| (a) | Full name of the potential supplier submitting the information |  |
| (b)(i) | Registered office address (if applicable) |  |
| (e) | Company registration number (if applicable) |  |
| (k) | Trading name(s) that will be used if successful in this procurement |  |
| (l) | Are you a Voluntary Community Social Enterprise (VCSE)? | [ ]  Yes[ ]  No |
| (m) | Are you a Small, Medium or Micro Enterprise (SME)? | [ ]  Large[ ]  Medium | [ ]  Small[ ]  Micro |
| (o) | Details of immediate parent company:- Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable) |  |
| (p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable) |  |
|  | Bidding Model |
| (a)(i). | Are you bidding as the lead contact for a group of economic operators? | [ ]  Yes[ ]  No |
|  | If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| (a)(ii) | Name of group of economic operators (if applicable) |  |
| (a)(iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| (b)(i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | [ ]  Yes[ ]  No |
| (b)(ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor: we may ask them to complete this form as well. | [ ]  Yes[ ]  No |
|  | Name |  |
|  | Registered Address |  |
|  | Company Registration Number |  |
|  | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |
|  | The approximate % of contractual obligations assigned to each sub-contractor |  |
|  | Contact Details |
| (a) | Contact name |  |
| (b) | Name of organisation |  |
| (c) | Role in organisation |  |
| (d) | Phone number |  |
| (e) | E-mail address |  |
| (f) | Postal address |  |
| **PART 2: EXCLUSION GROUNDS** |
| 1. **3**
 | **GROUNDS FOR MANDATORY EXCLUSION** |
|  | Regulations 57(1) and (2) |
| (a) | The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.If Yes please provide details at 2.1(b) | [ ]  Yes[ ]  No |
|  | CorruptionIf Yes please provide details at 2.1(b) | [ ]  Yes[ ]  No |
|  | FraudIf Yes please provide details at 2.1(b) | [ ]  Yes[ ]  No |
|  | Terrorist offences or offences linked to terrorist activitiesIf Yes please provide details at 2.1(b) | [ ]  Yes[ ]  No |
|  | Money laundering or terrorist financingIf Yes please provide details at 2.1(b) | [ ]  Yes[ ]  No |
|  | Child labour and other forms of trafficking in human beingsIf Yes please provide details at 2.1(b) | [ ]  Yes[ ]  No |
| (b) | If you have answered yes to question 2.1(a), please provide further details:Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction;Identity of who has been convicted.If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |
|  |  |
|  | Self-Cleaning |
|  | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? | [ ]  Yes[ ]  No |
|  | Regulation 57(3) |
| (a) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | [ ]  Yes[ ]  No |
| (b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |
|  |  |
|  | Please note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions. |
| 1. **3**
 | **GROUNDS FOR DISCRETIONARY EXCLUSION** |
|  | Regulation 57(8) |
|  | The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| (a) | Breach of environmental obligations?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (b) | Breach of social obligations?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (c) | Breach of labour law obligations?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (e) | Guilty of grave professional misconduct?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (f) | Entered into agreements with other economic operators aimed at distorting competition?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (h) | Been involved in the preparation of the procurement procedure?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?If Yes please provide details at 3.2 | [ ]  Yes[ ]  No |
| (j) | Please answer the following statements |
| (j)(i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. | [ ]  Yes[ ]  No |
| (j)(ii) | The organisation has withheld such information. | [ ]  Yes[ ]  No |
| (j)(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | [ ]  Yes[ ]  No |
| (j)(iv) | The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | [ ]  Yes[ ]  No |
| * 1. **j**
 | Self-Cleaning |
|  | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? |
|  |  |
| **PART 3: SELECTION QUESTIONS** |
|  | **ECONOMIC AND FINANCIAL STANDING** |
|  | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: | [ ]  Yes[ ]  No |
| (a) | A statement of the turnover, Profit and Loss Account/ Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | [ ]  Yes[ ]  No |
| (b) | A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | [ ]  Yes[ ]  No |
| (c) | Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | [ ]  Yes[ ]  No |
|  | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement (see section 2.10.2 above), please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | [ ]  Yes[ ]  No |
|  | **PARENT COMPANY** |
|  | Are you able to provide parent company accounts if requested to at a later stage? | [ ]  Yes[ ]  No |
|  | If yes, would the parent company be willing to provide a guarantee if necessary? | [ ]  Yes[ ]  No |
|  | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | [ ]  Yes[ ]  No |
|  | **TECHNICAL AND PROFESSIONAL ABILITY** |
|  | Relevant Experience and Contract Examples |
|  | Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE), that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples see question 6.3. |
|  |  | Contract 1 | Contract 2 | Contract 3 |
|  | Name of customer organisation |  |  |  |
|  | Point of contact in the organisation |  |  |  |
|  | Position in the organisation |  |  |  |
|  | E-mail address |  |  |  |
|  | Description of contract |  |  |  |
|  | Contract Start date |  |  |  |
|  | Contract completion date |  |  |  |
|  | Estimated contract value |  |  |  |
|  | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). |
|  |  |
|  | If you cannot provide at least one example for question 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |
|  | **MODERN SLAVERY ACT 2015** |
|  | Are you a relevant commercial organisation as defined by Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | [ ]  Yes[ ]  No |
|  | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | [ ]  Yes[ ]  No |
|  | **INSURANCE** |
|  | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:Employer’s (Compulsory) Liability Insurance = £5mPublic Liability Insurance = £10mProduct Liability Insurance = £10m\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | [ ]  Yes[ ]  No |
|  | **HEALTH AND SAFETY** |
|  | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | [ ]  Yes[ ]  No |
|  | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last three years? | [ ]  Yes[ ]  No |
|  | If you use Sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | [ ]  Yes[ ]  No |
|  | **BUSINESS CONTINUITY** |
|  | Does your organisation have in place measures that will enable you to maintain your business activities in the event of an emergency situation or unforeseen event? | [ ]  Yes[ ]  No |
| 1.
 | **DATA PROTECTION & INFORMATION GOVERNANCE** |
|  | Does your organisation operate a framework of policies, procedures and standards to enable personal information to be kept confidential, protected from loss, theft, damage or destruction and also accessible to those who have a legitimate need to use it? This should typically include:* evidence of a clear hierarchy responsible for information/data protection within the organisation;
* data protection policy;
* records management policy and retention schedules;
* information and ICT security policies and process for managing information security incidents;
* staff training records and evidence of a process to refresh training regularly;
* guidelines for handling information (clear desk approach, secure offices, storage etc.); and
* any compliance with ISO27001, or equivalent certifications.
 | [ ]  Yes[ ]  No |
|  | Please self-certify that prior to Contract award you will have completed the Government’s Cyber Essentials Scheme by undertaking a validated self-assessment of your cyber security system, followed by verification by an Independent Certification Award. | [ ]  Yes[ ]  No |
|  | **QUALITY ASSURANCE** |
|  | Please confirm your organisation applies documented quality management procedures. | [ ]  Yes[ ]  No |
|  | **SAFEGUARDING** |
|  | Does your organisation apply a safeguarding policy? | [ ]  Yes[ ]  No |
|  | Where work to be undertaken is regulated or controlled under the Safeguarding Vulnerable Groups Act 2006 (SVGA), please confirm:(a) That you understand and will undertake the relevant responsibilities and duties under the SVGA;(b) That members of your organisation have not been convicted or been the subject of any adverse finding under any offence under the SVGA;(c) That you have policies, procedures and conditions in place as part of the employment of persons in regulated work under SVGA;(i) To make appropriate pre-employment checks;(ii) To make appropriate checks during employment;(iii) To monitor anyone subject to any conditions in the conduct of regulated activity;(d) That you follow the guidance issued by relevant authorities in the management of controlled activity under the SVGA; and(e) That you will accept and comply with the Authority’s safeguarding requirements pursuant to the Authority’s policies and procedures in relation to safeguarding and the SVGA. | [ ]  Yes[ ]  No |

## Quality Section

The purpose of the Method Statements is to enable us to evaluate your understanding of our requirements and the quality of your methodology for meeting them. Your Method Statements should describe clearly and concisely how you would provide each of the main requirements laid out in the Specification.

|  |
| --- |
| **METHOD STATEMENTS** |
|  | **Technical Specification (10%)** |
|  | Please provide details on how the proposed vehicles meet the technical specification. Please also include any further information in the space provided or by attachment. This may include CAD / technical drawings of the vehicle and layout, relevant additional features/benefits and any other details which vary from the specification. |
|  | Supplier Response: |
|  | **Aftersales (2%)** |
|  | Please provide details of the support your organisation offers for the vehicles, including assistance given in the event of defects being found with the vehicles. |
|  | Supplier Response: |
|  | **Warranty (2%)** |
|  | We have a requirement for a 12-month warranty.Please provide details of any extended warranty, what is covered under your proposed warranty and the warranty terms, together with any exclusion or limitation from the warranty cover. |
|  | Supplier Response: |
|  | **Training (2%)** |
|  | Please provide details of any driver or workshop personnel training/familiarisation that our organisation offers for the vehicles. Please include details of any training that you provide in safe and fuel-efficient driving.  |
|  | Supplier Response: |
|  | **Delivery (6%)** |
|  | Please provide details of your delivery terms, timescales and methodology.  |
|  | Supplier Response: |
|  | **Environmental Impact – Social Value (8%)** |
|  | Please outline the environmental impact of the vehicles being offered. Please include in your response:* The environmental sustainability of the vehicles being offered, referring to ‘lifespan’ recyclability, i.e. recycled components used during the build process and recycled components at the end of the vehicle’s life
* Vehicle fuel efficiency details
* Emissions details
* Emission reduction measures.
 |
|  | Supplier Response: |

## Pricing Schedule

Suppliers are reminded that price is worth 70% of the overall marks available. The notes below provide further guidance on how pricing should be submitted.

You must provide your Prices on the basis that you are making an offer on the conditions of the Contract (including the Specification) as supplied in this ITT.

All prices submitted must be stated in pounds sterling and the submission totalled and exclusive of VAT.



## Declaration

Re: Tender for 3 x Coach Built Welfare Buses (PAN2634)

To: Leicester City Council

We certify that this is a bona fide Tender, intended to be competitive and that we have not or will not (either personally or by anyone acting on our behalf):

* Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person or other organisation;
* Communicated to anyone other than the Authority the amount or approximate amount or terms of our proposed Tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the Tender);
* Entered into any agreement or arrangement with any other person/organisation that they shall refrain from tendering or as to the amount or terms of any Tender to be submitted by them;
* Canvassed or solicited any member, officer or other employee of the Authority in connection with the award of this or any other Authority Contract or Tender; or
* Offered, given or agreed to give any inducement or reward in respect of this or any other Authority Contract or Tender.

Having read carefully the ITT:

* We offer to perform the Service specified and to complete the Contract to meet the requirements of the ITT in accordance with our Tender and fully in accordance with the Contract;
* We agree that this Tender shall constitute an irrevocable, unconditional offer, which may not be withdrawn for a period of 6 months from this date;
* We understand that the Authority is not bound to accept any Tender it receives;
* We declare that to the best of our knowledge our Tender is true, complete and accurate in all respects, both as at the date communicated and as at the Tender Return Date and understand that the Authority may reject our Tender if we provide false/misleading information;
* We declare that, upon request and without delay we will provide the certificates or documentary evidence referred to in the ITT and/or Tender;
* We understand that the Authority may reject this Tender in its entirety if we fail to follow the instructions or meet the Conditions of Participation (section 2.9) set out in the ITT; or if we fail to answer all the relevant questions fully; or if we provide false/misleading information or content in any section; and are aware of the consequences of serious misrepresentation; and
* We understand no representation or warranty, express or implied, is or will be given by the Authority or any of its agents or advisors with respect to information included in this ITT.

The Tender must be submitted by the organisation which it is proposed will enter into a formal Contract with the Authority if awarded the Contract. This Declaration must be signed:

* where the Supplier is a company, by a duly authorised representative of that company;
* where the Supplier is a consortium, by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract;
* where the Supplier is a sole trader, by signing and giving the sole trader’s name in full together with any trading name being used; or
* where the Supplier is a partnership, by all the partners or, alternatively, one only may sign, in which case the signatory must have the authority to sign on behalf of the other partner(s) and must state that this is so. The names of all the partners should be given in full together with the trading name of the partnership.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  |  |  |
| Print Name: |  |  |  |
| Job Title/Designation: |  |  |  |
| Date: |  |  |  |
| For and on behalf of: | Insert full Legal Name of company or organisation with which the Authority will contract |
| Registered Number: | Enter registered company number (if applicable) |
| Registered Address: | Enter registered address of organisation |
|  |  |

## Appendix 1 QUESTION RESPONSE TEMPLATE

|  |
| --- |
| Template for Your Explanation Response |
| ITT Section and Question Number |
| Explanation |